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SCOTT ELLIOTT

TELEPHONE (803) 771-0555  
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July 7, 2010

**VIA ELECTRONIC FILING**

Jocelyn Boyd, Esquire  
Chief Clerk and Administrator  
South Carolina Public Service Commission  
101 Executive Center Drive  
Columbia, SC 29210

RE: Application of Access Communications, LLC, for a Certificate of Public Convenience and Necessity to Provide Resold Interexchange and Resold Local Exchange Telecommunications Services for local service offerings to be regulated in accordance with procedures Authorized for NewSouth Communications in Order No. 98-165 in Docket No. 97-467-C; and for Interexchange service offerings to be regulated in accordance with procedures established for Alternative regulation in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C.  
DOCKET NO.

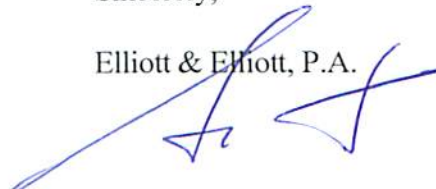
Dear Ms. Boyd:

Enclosed please find for filing the Application of Access Communications, LLC, for a Certificate of Public Convenience and Necessity to Provide Resold Interexchange and Resold Local Exchange Telecommunications Services. A motion for protective treatment of the financials and the financials which are being filed under seal are being filed and served by separate correspondence. By copy of this letter, I am serving the Office of Regulatory Staff.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me.

Sincerely,

Elliott & Elliott, P.A.



Scott Elliott

SE/jcl

Enclosures

cc: C. Dukes Scott, Esquire w/enc.  
Judith A. Riley, Esquire

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF SOUTH CAROLINA**

In re:

Application of Access Communications, LLC,     )  
for a Certificate of Public Convenience and     )  
Necessity to Provide Resold Interexchange and     )  
Resold Local Exchange Telecommunications     )  
Services for local service offerings to be     )  
regulated in accordance with procedures     )  
Authorized for NewSouth Communications in     )  
Order No. 98-165 in Docket No. 97-467-C; and     )  
for Interexchange service offerings to be     )  
regulated in accordance with procedures     )  
established for Alternative regulation in     )  
Order Nos. 95-1734 and 96-55 in     )  
Docket No. 95-661-C.     )

DOCKET NO. \_\_\_\_\_

**APPLICATION**

Comes now Access Communications, LLC, (“Applicant” or “Access”), by the undersigned counsel, and pursuant to S.C. Code Ann. §58-9-280(B), as amended, and Section 253 of the Telecommunications Act of 1996, and respectfully submits this Application for Authority to Provide Resold Local and Interexchange Telecommunications Service within the State of South Carolina in all areas designated as non-rural. In addition, Applicant requests that the Commission regulate its resold Local Service offerings in accordance with procedures authorized for NewSouth Communications in Order No. 98-165 in Docket No. 97-467-C; and for its Interexchange service offerings to be regulated in accordance with procedures established for alternative regulation in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C.

In support of its Application, Access Communications, LLC states the following:

## **I. Introduction**

1) Applicant is a Limited Liability Company, organized and existing under and by virtue of the laws of the State of Florida. A copy of the Applicants' Articles of Organization are attached as **Exhibit A**; a copy of the certificate issued by the South Carolina Secretary of State authorizing the Company to transact business in the State of South Carolina, is also included. Applicants' principal place of business is:

8409 Baymeadows Road, Suite 200  
Jacksonville, FL 32256  
Telephone: (904) 208-5200  
Facsimile: (904) 309-7223  
Toll Free: 866-965-0111

2) All correspondence, notices, inquiries and other communications regarding this Application should be directed to:

Elliott & Elliott, PA  
Scott Elliott, Esquire  
1508 Lady Street  
Columbia, SC 29201  
Telephone: (803) 771-0555  
Facsimile: (803) 771-8010

Judith A. Riley  
Telecom Professionals, Inc.  
5909 NW Expressway, Suite 101  
Oklahoma City, OK 73132-5103  
Telephone: (405) 755-8177  
Facsimile: (405) 755-8377  
Email: [jriley@telecompliance.net](mailto:jriley@telecompliance.net)

## **II. Description of Applicant**

1) Access Communications, LLC is a reseller of telecommunications services with no pre-paid service offerings. The Applicant provides a broad variety of resold local exchange, interexchange services to business and residential customers. The Company's local voice product offerings will be comparable to the Local incumbent LEC's services. Initially offerings will include basic access line service, PBX and DID Services, Optional Calling Features, Directory Assistance, Directory Services and access to Operator Services as well as 911 access. Services are provided through interconnection and wholesale agreements with underlying

carrier(s). All operator services and access to 911 services will remain with the underlying carrier. The Company will not provide alternate operator services. The Company intends to offer service throughout all non-rural exchanges currently served by the incumbent local exchange telecommunications companies of BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina d/b/a AT&T Southeast.

2) The Company will offer is resold Basic Local Telecommunications Service as a separate and distinct service in accordance with applicable South Carolina Law. The Company will also give full consideration to equitable access for all South Carolina customers free of discrimination or prejudiced.

3) Access Communications, LLC is willing to comply with all applicable Commission rules and is willing to meet all relevant service standards, including, but not limited to billing, quality of service, and tariff filings in a manner consistent with the Commissions requirements for incumbent local exchange carrier(s) with whom Access Communications, LLC seeks this authority to compete.

4) Access Communications, LLC is sensitive to the needs of the South Carolina Telephone Coalition representing Rural South Carolina Telecommunication carriers, and in demonstration of Access' desire not to interfere, submits as **Exhibit E**, stipulations and agreement not to offer it's services within the areas serviced by the Incumbent Rural Local Exchange Carrier(s), a list of these incumbents is provided with the agreement.

5) Applicant further states that as a reseller of intrastate telecommunications service under the regulation of the Public Service Commission of South Carolina, Access will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of customers in South Carolina. Access will comply with any and all marketing

procedures as established by the Public Service Commission of South Carolina. Access understands that violation of this provision could result in a ruling to show cause as to the withdrawal or cancellation of its certification to provide intrastate telecommunications traffic within the state of South Carolina.

**III. Access Communications, LLC Technical, Managerial and Financial Ability to Provide Proposed Local Exchange and Interexchange Services**

1) Access Communications, LLC possesses the technical and managerial expertise and experience necessary to provide the services it proposes and is currently providing in other jurisdictions as outlined in **Exhibit B**. Attached hereto as **Exhibit C** are the biographies of key management personnel. The Applicant demonstrates the required financial resources to provide telecommunications services within South Carolina as set forth in **Exhibit D**.

2) Access Communications, LLC proposed Competitive Local Exchange Tariff No. 1 is hereto attached as **Exhibit F**. In addition, attached hereto as **Exhibit G** is the Applicants proposed Interexchange Services Tariff No. 2.

**IV. Public Interest**

1) Grant of this Application will further the public interest by expanding the availability of competitive telecommunications services in the State of South Carolina. In addition, intrastate offering of these services is in the public interest because the services will provide South Carolina customers with access to new technologies and service choices, and can permit customers to achieve increased efficiencies and cost savings. In particular, the public will benefit directly, through the use of the competitive services to be offered by Applicant, and indirectly, because the presence of Applicant in this market will increase the incentives for other

telecommunications providers to operate more efficiently, offer more innovative services, reduces their prices, and improve their quality of services.

**V. Waivers and Regulatory Compliance**

1. Access Communications, LLC respectfully requests that it be exempt from any record-keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts (“USOA”). The USOA was developed by the FCC as a means of regulating telecommunications companies subject to rate base regulation. As a competitive carrier, Access maintains its accounts in accordance with Generally Accepted Accounting Principals (“GAAP”).

Neither the FCC, nor the Commission has required Access to maintain its records under the USOA for purpose of Interexchange operations. Consequently, Access does not possess the detailed cost data required by USOA. As a competitive provider, operations are integrated for efficiency. Requiring Access to maintain records pertaining to Local service operations in South Carolina, would place a burden on Access Communications, LLC.

2) In addition, since Access utilizes GAAP, the Commission will have a reliable means of evaluating Access’ South Carolina activity. Therefore, Access Communications, LLC hereby respectfully requests to be exempt from any USOA requirements of the Commission.

3) Access hereby also respectfully requests waiver of S.C. Ann. Regs. 103-610, which requires books and records to be kept in the State of South Carolina, rather, Access desires to keep its books and records at its principal place of business.

4) Applicant hereby respectfully requests waiver of the requirement in of S.C. Ann. Regs. 103-631, to publish and distribute local exchange directories. Access Communications, LLC will make the appropriate arrangements with the incumbent local exchange carrier to

include Access customers in the LEC's directories. Access will also ensure that customer service contacts are available in the LECs directories, and ensure that these directories are delivered to Access Communications, LLC customers.

This arrangement is a reasonable approach and will provide a direct benefit to customers of both Access and the incumbent LEC, as it will provide for one directory with a universal listing of customer information. It would be an unnecessary burden on Access to require publication and distribution of a separate directory to all customers located within each exchange area; and for efficiency, would include Access' limited customer list in the existing directories of the established incumbent LEC, since nearly all customers would be customers of the incumbent LEC.

5) Applicant respectfully request that its local service offerings be regulated in accordance with procedures authorized for NewSouth Communications in Order No. 98-165 in Docket No. 97-467-C. Additionally, Applicant respectfully requests that its Interexchange service offerings be regulated in accordance with procedures established for alternative regulation in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C.

6) Applicant's local exchange service area will mirror the service area of the incumbent local exchange carrier; and therefore, Applicant respectfully requests a waiver of the map-filing requirement pursuant to S.C. Ann. Reg. 103-612.2.3.

## **VI. Conclusion**

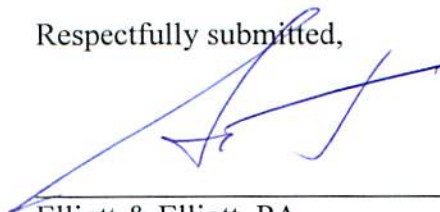
This Application demonstrates that Access Communications, LLC possesses the technical, managerial and financial resources to provide resold local exchange and Interexchange

service in the State of South Carolina. Furthermore, granting of this application will promote public interest by increasing competition in the South Carolina telecommunications market.

In addition, Applicant states that it does not intend to provide service to any customer located in a rural incumbent LEC service territory.

*WHEREFORE*, Applicant, Access Communications, LLC respectfully requests the Public Service Commission of South Carolina grant it a certificate of service authority to provide resold Basic Local Exchange and resold Interexchange Telecommunications Services within the State of South Carolina in non-rural designated areas.

Respectfully submitted,

A handwritten signature in blue ink, appearing to be "Scott Elliott", is written over a horizontal line.


Elliott & Elliott, PA  
Scott Elliott, Esquire  
1508 Lady Street  
Columbia, SC 29201




**APPLICANT VERIFICATION**

STATE OF FLORIDA                    )  
  ) ss.  
COUNTY OF DUVAL                 )

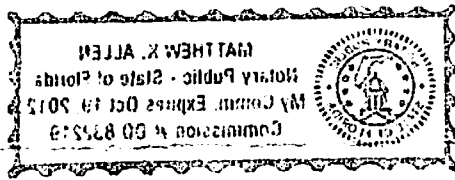
I, Richard J. Slinin, being first duly sworn, do hereby certify, depose and state that I am the Managing Member of Access Communications, LLC, applicant in this proceeding; that I have read the above and foregoing Application and the allegations therein contained are true and correct to the best of my knowledge, information and belief; and I further state that I am authorized to verify the foregoing application by the above said applicant.

  
\_\_\_\_\_  
Signature

Subscribed and sworn to before me, a Notary Public, this 24<sup>th</sup> day of June 2010.

  
\_\_\_\_\_  
Signature of Notary Public





## **LIST OF EXHIBITS**

<b>EXHIBIT A</b>	Florida Organization South Carolina Secretary of State Authorization
<b>EXHIBIT B</b>	Jurisdictions
<b>EXHIBIT C</b>	Biographies of Key Management
<b>EXHIBIT D</b>	Financial Statements - Confidential / Filed Under Seal
<b>EXHIBIT E</b>	Stipulations to Non-Rural Carriers
<b>EXHIBIT F</b>	Proposed Local Exchange Tariff
<b>EXHIBIT G</b>	Proposed Interexchange Tariff

**EXHIBIT A**

**Florida Organization**

**South Carolina Secretary of State Authorization**

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

**L03000007657  
FILED 8:00 AM  
March 03, 2003  
Sec. Of State**

**Article I**

The name of the Limited Liability Company is:  
ACCESS COMMUNICATIONS, LLC.

**Article II**

The street address of the principal office of the Limited Liability Company is:  
35 FAIRWAY LANE  
JACKSONVILLE BEACH, FL. 32250

The mailing address of the Limited Liability Company is:  
8352 CHASON ROAD EAST  
JACKSONVILLE, FL. 32244

**Article III**

The name and Florida street address of the registered agent is:  
RICHARD J SLININ  
8352 CHASON ROAD EAST  
JACKSONVILLE, FL. 32244

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: RICHARD J. SLININ

#### **Article IV**

The name and address of managing members/managers are:

Title: MGR  
RICHARD J SLININ  
8352 CHASON ROAD EAST  
JACKSONVILLE, FL. 32244

Title: MGR  
CUSICK COMMUNICATIONS, INC.  
35 FAIRWAY LANE  
JACKSONVILLE BEACH, FL. 32250

Title: MGR  
MEGAN G BROWN  
757 LAKE GENEVA DRIVE  
ST. AUGUSTINE, FL. 32092

#### **Article V**

The effective date for this Limited Liability Company shall be:

03/01/2003

Signature of member or an authorized representative of a member

Signature: RICHARD SLININ

L03000007657  
FILED 8:00 AM  
March 03, 2003  
Sec. Of State

# *The State of South Carolina*




*Office of Secretary of State Mark Hammond*

## **Certificate of Authorization**

**I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:**

ACCESS COMMUNICATIONS, LLC, A Limited Liability Company duly organized under the laws of the State of FLORIDA, and issued a certificate of authority to transact business in South Carolina on February 19th, 2010, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
24th day of February, 2010.

  
Mark Hammond, Secretary of State

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

FEB 19 2010 APPLICATION FOR A CERTIFICATE OF AUTHORITY  
BY A FOREIGN LIMITED LIABILITY COMPANY  
TO TRANSACT BUSINESS IN SOUTH CAROLINA

Mark Hammond  
SECRETARY OF STATE OF SOUTH CAROLINA  
TYPE OR PRINT CLEARLY WITH BLACK INK

The following Foreign Limited Liability Company applies for a Certificate of Authority to Transact Business in South Carolina in accordance with Section 33-44-1002 of the 1976 South Carolina Code of Laws, as amended.

1. The name of the foreign limited liability which complies with Section 33-44-1005 of the 1976 South Carolina Code as amended is Access Communications, LLC

2. The name of the State or Country under whose law the company is organized is  
Florida

3. The street address of the Limited Liability Company's principal office is

8409 Baymeadows Road, Suite 200

Street Address

Jacksonville, FL 32256

City

State

Zip Code

4. The address of the Limited Liability Company's current designated office in South Carolina is

2 Office Park Court, Suite 103

Street Address

Columbia, SC 29223

City

State

Zip Code

5. The street address of the Limited Liability Company's initial agent for service of process in South Carolina is

2 Office Park Court, Suite 103

Street Address

Columbia

City

South Carolina

State

29223

Zip Code

and the name of the Limited Liability Company's agent for service of process at the address is

C T CORPORATION SYSTEM

Name

Signature

Jessica E. Gardner, Asst. VP

6. ☐ Check this box if the duration of the company is for a specified term, and if so, the period specified \_\_\_\_\_

100224-0084  
ACCESS COMMUNICATIONS, LLC

FILED: 02/19/2010

Filing Fee: \$110.00 ORIG

Mark Hammond

South Carolina Secretary of State



Access Communications, LLC

Name of Limited Liability Company

7. ☐ Check this box if the company is manager-managed. If so, list the names and business addresses of each manager

a. Richard Slinin  
Name

8409 Baymeadows Rd., Suite 200  
Business Address

Jacksonville, FL 32256  
City State Zip Code

b. \_\_\_\_\_  
Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City State Zip Code

8. ☐ Check this box if one or more members of the foreign limited liability company are to be liable for the company's debt and obligation under a provision similar to Section 33-44-303(c) of the 1976 South Carolina Code of Laws, as amended.

Date 1/12/2010

Richard Slinin  
Signature

Richard Slinin, Manager  
Name Capacity

**FILING INSTRUCTIONS**

1. This application must be accompanied by an original certificate of existence not more than 30 days old (or a record of similar import) authenticated by the Secretary of State or other official having custody of the Limited Liability Company records in the state or country under which it is organized.
2. File two copies of these articles, the original and either a duplicate original or a conformed copy.
3. If management of a limited liability company is vested in managers, a manager shall execute this form. If management of a limited liability company is reserved to the members, a member shall execute this form. Specify whether a member or manager is executing this form.
4. This form must be accompanied by the filing fee of \$110.00 payable to the Secretary of State.

Return to: Secretary of State  
P.O. Box 11350  
Columbia, SC 29211

## **EXHIBIT B**

### **Jurisdictions**

**Access Communications, LLC**

**Operating Jurisdictions**

<b>State</b>	<b>Authority</b>
Florida	Competitive Local Exchange Carrier Registered Interexchange Carrier
Georgia	Competitive Local Exchange Carrier Authorized Interexchange Carrier
North Carolina	CPCN - Competitive Local Exchange Carrier CPCN - Intrastate Interexchange Carrier

## **EXHIBIT C**

### **Key Management Biographies**

**RICHARD J. SLININ**  
480 Johns Creek Parkway  
St Augustine, FL 32092  
H (904) 463-6500 W (904) 208-5200  
Email: Rslinin@MyAccessComm.com

## **EXPERIENCE**

**ACCESS COMMUNICATIONS, LLC.**  
Managing Partner

**Jacksonville, FL**  
June 2002 to Current

- Co-founded company and secured Federal Communications Commission (FCC) and Florida Public Service Commission (FL PSC) approvals as a Competitive Local Exchange Carrier.
- Successfully Negotiated Agreements to purchase local, long distance, international dialing, and internet carrier wholesale services for resale from Bellsouth, AT&T, Nuvox, FDN, and Qwest, in addition to others.
- Established billing and management procedures for company allowing electronic retrieval of customer monthly usage by categories. Data is retrieved from multiple sources and combined into a single invoice for delivery to customers.
- Set up provisioning of services for customer's guidelines, pricing matrix and minimum profit standards.
- Successfully deployed new VoIP service gateway in addition to a FaxEmail Services, accomplished through strategic purchasing of hardware custom developing the applications in house.
- Responsible for day-to-day management, including, customer services provisioning, pricing, and customer service line trouble management.

**SOURCE 1 TELECOM, LLC.**  
President

**Jacksonville, FL**  
June 2002 to Present

- Founded Company simultaneously to provide sales, installation and maintenance of commercial telephone systems, voice and data infrastructure wiring, ancillary services and telecommunications consulting to customers in the Southeast US.
- Secured a company product line which includes highly specialized and in demand equipment with limited competition presence. Operating areas include; the Siemens Hipath 3000 product line. Insured continued success by providing equipment from both the new and secondary market place.

- Responsible for all aspects of company operation: Management, Accounting, Sales, marketing, General Operations.
- Successfully operated company on a regional basis through a network of sub-contractors.

**TELECOMMUNICATIONS ACCESS MANAGEMENT, INC.**

Vice President - Operations and Sales Engineering

**Jacksonville, FL**

June 1995 to June 2002

- Co-founded company through purchase of voice mail service bureau from International Voice Technologies
- Increased company product line to include non-proprietary communications, data and voice processing equipment including: Siemens, Nortel, Comdial, Kentox, Allied Telesys and Key Voice Unified Messaging (voice mail, email, fax, email & fax reader, visual call management with MS Outlook integration)

> Manage all aspects of sales engineering support and operations; including Company provided Telecommunications / Data services to clients as both a service bureau and on project basis covering all aspects of telecom infrastructure; Contracts include evaluation and/or ongoing management of local, long distance, data paging, cellular service providers, in-house communications equipment management and maintenance, new solution and technologies deployment, cost/saving justifications and budget preparations including voice over IP (VoIP) and wireless networks (MAN, WAN and LAN). Also consistently reduce client telecom costs by an average 25% to 50% by: implementing standard hardware platforms across multiple locations, bundling local, long distance and data carrier contracts to volume discounts, renegotiate unfavorable vendor contracts, auditing telecom vendor invoices for accuracy and additional savings opportunities, modifying telecom configuration as clients grow and as new products become available, deployed a 3.5 mile fiber optic ring connection to 31 office building as a "last mile carrier" and successfully negotiated access contracts with CLEC communications providers such as Adelphia, E-Spire and US LEC

**INTERNATIONAL VOICE TECHNOLOGIES (IVT)**

Vice President - Operations and Sales Engineering

**Jacksonville, FL**

July 1995 to June 1997

- Provided voice processing services as a service bureau as well as customized development of client applications on a project basis.
- Developed company's proprietary voice mail platform
- Negotiated joint venture agreement enabling company to become the largest voice mail service bureau in North Florida

- Responsible for all areas of operations including client systems development and implementations as well as IVT technology infrastructure management
- Successfully support sales efforts by consultation and design of telecommunications solutions to meet specific needs
- Secured customers for voice mail messaging services and other products including audio-text, voice forms and DTMF applications

### **VOICE LINK, INC.**

**Jacksonville, FL**

Vice President - Operations and Sales Support

July 1993 to June 1995

Secured funding, developed and executed a successful business plan to create Voice Link, Inc.

- Developed RFP, selected and negotiated preferred vendor contract for voice processing platform
- Hired and trained operations and sales staff (18 FTEs in total)
- Designed and implemented a successful direct marketing and dealer program
- Grew to over 1000 mailboxes within its first year of operations, outpacing the next competitor
- Responsible for management of Voice Link's technology infrastructure
- Developed customized programs for customers

### **AMERICAN CELLULAR**

**Jacksonville, FL**

Vice President – Sales

June 1990 to April 1991

- Founding partner of cellular products and services dealership
- Developed and implemented the Strategic Marketing Plan and specific programs to successfully market cellular services, equipment, voice mail and paging services
- Dealership became the top market producer within a few months of inception and maintained its position as market leader
- Managed a sales force of ten sales professionals

### **McCAW COMMUNICATIONS / CELLULAR ONE**

**Jacksonville, FL**

Senior Account Executive

June 1988 to June 1990

- Sold cellular service and equipment state wide, consistently achieving and exceeding assigned quotas
- Obtained promotion from account executive within first six months at McCaw

**BELLSOUTH – MOBILECOMM****Washington, DC****Territory Sales Representative**

- Sold paging and voice mail services nationwide
- Secured and managed accounts with local regional and national organizations including Fortune 500 companies as well as federal, state and local governments
- Consistently exceeded assigned sales quotas, increased customer base from \$20,000 to over \$100,000 in one year and acquired the largest revenue producing account in my branch.

<b>EDUCATION</b>
------------------

**JACKSONVILLE UNIVERSITY****Jacksonville, FL****B.S., Business, May 1988 (Emphasis in Marketing)****SIEMENS COMMUNICATIONS – ICN Orlando, FL**

Advanced certification for product configuration, installation, maintenance, product support and operation of Siemens Hicom 150 and Siemens HiPath communication product family networks (voice, data and video), via traditional and Voice over IP (VoIP) networks



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**Ross Paul DeBernardis**

141 Azalea Point Drive North  
904-543-0640  
Ponte Vedra Beach, FL. 32082

Home: 904-285-5074 Office  
[rdeber@MyAccessComm.com](mailto:rdeber@MyAccessComm.com)

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Extensive background in the following broad-based competencies:

CHANNEL SALES/ENGINEERING                      PROCESS DEVELOPMENT  
ACCOUNT MANAGEMENT DEVELOPMENT              NEW MARKET BUSINESS  
STRATEGIC PLANNING & BUILDING NEW ORGNAZITIONS DEVELOPMENT  
MARKETING PROGRAMS & REVITLIZATION OF DEVELOPMENT EXISTING  
ORGNAZITIONS

- Consistently exceeds established Sales & Revenue quotas generating from Partner Channel.
- Executive Manager with record of building new Direct or Indirect channels, Sales teams, Operations teams, and Technical Support teams that may be required when launching new ventures.
- Demonstrated ability to promote new products and new services through strategic partner accounts, new markets, and geographic areas.
- Experienced in developing new partnerships and alliances that are strategic and provide new revenue streams.

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**PROFESSIONAL EXPERIENCE**

**Siemens Channel Solutions Group**  
**Present**

**Jan 1990 -**

*National Director of Partner Development – North America/ Caribbean Islands*    **Oct 2003 - Present**

Building, developing, growing, and managing the Siemens indirect channel in North America for all Enterprise solutions Products.

- Developed & grew new partner relationships by 20% the last three years, including OEM's, VAR (vertical and horizontal), Reseller's and Alliances.
- Grew product sales revenue to \$20 M then \$65M through indirect Channels sales in three years.
- Grew recurring services revenue from \$0 to \$8M with the addition of managed service contracts, remote maintenance contracts and ASP hosted solutions.
- Introduced three new major Strategic Alliances to Siemens Indirect Channel Partner management. These partners include Siemens, Verizon, Alltel, and CenturyTel.
- Built cohesive vertical focused partner teams that support Financial Services, Higher Education, and Healthcare.
- Planned, managed and presented at the annual "JUST-US Partner Conference."
- Collaborated with Product Marketing, Product Management and Corporate Marketing to develop new products offerings and solutions specifically targeted for the indirect channel.

- Prepare timely sales forecasts, business plans and quarterly account updates to provide critical information needed to manage resources necessary to support sales activities and new market deployments.
- Responsible for all budgets and P&L for Indirect Channel in North America.
- Directly managed a staff of ten Area Channel Managers and six Engineers.
- Maintained consistent record of quota achievement from 102-142% during tenure in this position and awarded Presidential Circle of Excellence Award for 2003.

### **Siemens Strategic Alliances**

**Jan 2000-Oct 2003**

#### ***National Director Strategic Partner Development***

Responsible for Building this new Siemens Venture. Responsible for all back office Process Development, Partner recruitment, Partner Ramp up Training, and New Territory Development of Siemens OpenScape, Chantry Wireless voice & unified messaging software platforms with Strategic Accounts, CTAP, Norstan, Daycom, TLI, NACR, MVD, Co-Nexus, and B&C Telephone.

- Coordinated with nine Siemens Direct Regional VP's to provide account support.
- Developed strategic account plans to build the Strategic Alliance Group with key Partners that resulted in \$4M+ in revenues the first year in business, \$10M in yr. two and \$19M in year three.
- Established all back office process for Siemens Sales, Partner Ordering / Factory Shipping, and put in place strong direct working relationships with strategic partners and coordinated sales efforts with partner sales teams.
- Supported the sales efforts of multiple partners by building the Sales Support, Engineering Support, and Administrative Support, and Order Administrative teams based on the Sales & Revenue volume increases.
- Developed Partner customer seminars with a direct pull through sales model, presentations, sales training, direct mail campaigns, and other Sales & Revenue building activities to drive awareness, and customer demand required to achieve sales targets.
- Appointed to ISO 9001 Audit Committee Chairman Responsible for Validation of Siemens Sales & Mfg. Process.
- Maintained consistent record of quota achievement from 98%-135% during tenure in this position and awarded Presidential Circle of Excellence Award for 2002.

### **Siemens Office Solutions Group**

**Dec 1997 – Jan 2000**

#### ***Regional Manager of Sales & Marketing***

Directly responsible for building this new Direct Selling Group with a Transition to take place to an Indirect Selling Model after the first year. Managing all sales and marketing of the Siemens Technologies Solutions in the Southeast. Responsible for Sales, Engineering, Technical Support, Administration Staff, Operations, and Region P&L. Hired & worked to model nine other Regions Nationally that Mirrored the Southeast as the Template for Success. Hired new people, Region managers, Engineers, Channel Managers, Operations and Support Staff in year two of this position that were required for the re-designed of nine other Regions.

- Responsible for all aspects of sales management including quota achievement, forecasting and contract/pricing administration.
- Planned, coordinated, and executed Sales Account strategies that included Training and the development of solution-based selling skills, which improved self-reliance on Siemens Products.
- Management responsibility including business planning, budgets, sales and marketing programs, hiring recruiting and sales training, plus new product launches.
- Increased overall sales by 76% from \$4M to \$7.5M per year after the second year for the Southeast Region.
- Achieved Presidential Circle of Excellence Awarded three consecutive years in a row, with 110% to 167% attainment of regional sales & operations targets.

**Siemens/IBM Rolm**

**Oct 1993-Dec 1997**

*Jacksonville/Tallahassee Northern Fl. Sales Manager*

Responsible for management of sales & operations teams focused on selling, installing and servicing Siemens Contact Center, IVR's and voice processing solutions.

- Achieved sales of \$3.5M per year in 1993 & 94 with the highest GP nationally.
- Increased the ranking of the Jacksonville/Tallahassee Office of 37 out 42 offices nationally to no# 7 in first 18 months.
- Developed sales programs and new product introductions.
- Achieved sales of \$5.5M in 95, \$6.5M in 96, and \$8.2M in 1997.
- Named NO # 1 Sales Office Nationally as a % of Sales & Revenue quota in 1996.
- Achieved Presidential Circle of Excellence Award three consecutive years in a row, with 126% to 180% attainment of Sales Office sales & operations targets.
- 

**Siemens Tel-Plus**

**Jan 1990 –Oct 1993**

*Jacksonville/Atlanta Sales Manager*

Responsible for management of sales & operations teams focused on selling, installing and servicing Siemens Contact Center, IVR's and voice processing solutions.

- Achieved sales of \$2.5M to \$3.3M per year in 1990 & 1993.
- Jacksonville Office named Tampa Branch office of the year in 1991 & 1992.
- Developed sales programs and new product introductions.
- Achieved Presidential Circle of Excellence Award 1991 & 1992 with 118% to 141% attainment of Sales Office sales & operations targets.

**NEC America**

Jan 1983 –Jan 1990

*Account Sales Executive in Western Penna. 1983 to 1986 Sales Manager for Reston, VA & Baltimore, MD offices.*

Responsible for Sale of NEC Contact Center, IVR's and voice processing solutions in both general business type accounts and State and Federal GSA client contracts. Had account responsibility for such clients as Citicorp, UPI, TELENET, US Sprint, NASA, and Dept. of the Army, EPA, State of Penna. 1983 to 1986, and State of MD. 1986 to 1990.

Sales management Responsible for management of sales & operations teams focused on selling, installing and servicing Siemens Contact Center, IVR's and voice processing solutions.

- Achieved personal sales of \$4.5M through & to \$5.9M per year in 1983 through 1986.
- VA & MD Office 1987, 89 achieved Sales & Revenue Targets of \$19M & \$ 26M Respectively.
- Developed sales programs and new product introductions.
- Awarded Presidents Club 1986, 1987 1988 1989, for Personal sales & Sales management for Sales & Sales Revenue Attainments

**Courtesy Promotions**

Feb 1979 –Jan 1983

*Account Sales Executive in Western Pennsylvania*

Responsible for Sales Advertising media in Radio, TV, Print, Billboard Signs, with a Vertical Focus on Banking, & General Business accounts. Also developed sales programs and new product introductions.

**United Republic Life Insurance**

Feb 1975 –Jan 1979

*Account Sales Executive in Western Pennsylvania & Regional Manager*

Responsible for Sales of Whole Life policies to individuals & Small Business. Promoted to Regional Sales Manager with a Team of 24 Sales Agents covering Central & Western Penna. Presidents Club recipient 3 consecutive years.

**John Hancock Ins. & Financial Services**

Nov 1973 –Dec 1975

*Account Sales Executive in Western Pennsylvania*

Responsible for the Sale Life, Medical, and Key Ins. Plans for Individuals & Small Business. Provided Financial Planning services for Small Business.

## **PROFESSIONAL DEVELOPMENT**

- Miller Heiman Courses, including Strategic, Conceptual Sales Training and Channel Partner Management
- W.F. Murray Associates – PRAXIS Management Training, Team Development, Leadership / Business Values
- Holden Corp-Power Base Selling
- Frank Lynn & Associates –Channel Marketing, Sales Force Strategy, Fitting New Technologies into the Market
- Solution Selling Sales and Sales Mentor Training
- BCR ATM Technology & Applications NY, NY Nov 1998
- BCR Frame Relay & Fiber Ring Technology & Applications NY, NY April 1996
- Franklin Covey Leading Habits Nov 1999
- Powerful Presentations, Wilson Learning Tampa Fl. 1995
- Channel Pro Channel Management Programs
- Siemens Executive Management Training

### **Proficient In the following:**

ACT, Siebel Systems, LYNX

Sales force Automation

Data Warehousing

## **EDUCATION**

State University of New York (SUNY)  
Business Administration & Marketing

---

1970-1972

**EXHIBIT D**

**Financial Statements**

**(CONFIDENTIAL / Filed Under Seal)**

3:27 PM  
03/15/10  
Accrual Basis

**Access Communications, LLC.**  
**Balance Sheet**  
As of December 31, 2009

**PUBLIC COPY**

Dec 31, 09

**ASSETS**

**Current Assets**

**Checking/Savings**

Wachovia CLEC CHECKING 7021 (Wachovia Bank Checking Ge...

Wachovia CLEC Money Market (Access CLEC Money Market Acc...

**Total Checking/Savings**

**Total Current Assets**

**Fixed Assets**

Accumulated Depreciation (Accumulated depreciation on equipme...

Furniture and Equipment (Furniture and equipment with useful life ...

**Total Fixed Assets**

**Other Assets**

Loan to Group

**Total Other Assets**

**TOTAL ASSETS**

**LIABILITIES & EQUITY**

**Liabilities**

**Current Liabilities**

Accounts Payable

Accounts Payable

**Total Accounts Payable**

**Other Current Liabilities**

Payroll Liabilities

**Total Other Current Liabilities**

**Total Current Liabilities**

**Total Liabilities**

**Equity**

Opening Bal Equity

Net Income

**Total Equity**

**TOTAL LIABILITIES & EQUITY**

3:26 PM  
03/15/10  
Accrual Basis

**Access Communications, LLC.**  
**Profit & Loss**  
January through December 2009

**PUBLIC COPY**

Jan - Dec 09

**Ordinary Income/Expense**

**Income**

Access CLEC Customer Payments (Access CLEC Customer Payments)  
Other / Miscellaneous (Other / Miscellaneous)

**Total Income**

**Cost of Goods Sold**

Billing Prep and Mailing (CLEC Customers Billing Preparation, Printing, ...  
Merchant Account Fees (Credit card merchant account discount fees, ...  
Voice Data Services For Resale (Telephone, Data and Internet Service...  
AT&T Resale Services  
AT&T UNE-P Services For Resale  
DSL Services For Resale  
Long Distance Services For Resa (Long Distance Services For Res...  
SOW and LPN Number Portability  
T-1 Services For Resale - FDN (T-1 Services For Resale - FDN - Who...  
T-1 Wholesale Service For Resale (T-1 Wholesale Service For Resale - ...  
UNE-L Services - Nuvox FDN (UNE-L Services - Nuvox FDN)

Total Voice Data Services For Resale (Telephone, Data and Internet Se...

**Total COGS**

**Gross Profit**

**Expense**

1099 Technical Support Consulti (1099 Technical Support Consulti)  
Advertising and Promotion (Advertising, marketing, graphic design, a...  
Web Site Hosting (Web Site Hosting)

Total Advertising and Promotion (Advertising, marketing, graphic desi...

Bank Service Charges (Bank account service fees, bad check charges...  
Billing Services (Billing Service, including collection of usage records...  
Bonus (Bonus Provided as Christmast Gift / Incentive)  
Business Licenses and Permits (Business licenses, permits, and othe...  
Computer and Internet Expenses (Computer supplies, off-the-shelf sof...  
Credit Card Processing Fees

Fed, St and Local Business Tax (Federal, State amd Local Business T...  
Communications Taxes (Communications Taxes Paid for Communi...  
Federal Taxes (Federal Taxes)  
Registrations, Licenses, Fees (Registrations, Licenses, Fees and re...  
State Taxes  
Fed, St and Local Business Tax (Federal, State amd Local Busines...

Total Fed, St and Local Business Tax (Federal, State amd Local Busin...

Insurance Expense (Insurance expenses)

Auto Insurance Expense (Auto Insurance Policy)  
General Liability Insurance (General liability insurance premiums)

Total Insurance Expense (Insurance expenses)

Interest Expense (Interest payments on business loans, credit card ba...  
Meals and Entertainment (Business meals and entertainment expense...  
Miscellaneous Expense (Miscellaneous expenses not categorized else...  
Office Expenses (Office Expenses Needed to Conduct Business)  
Cellular Service (Cellular Service For Employees On Call 24-7)  
Internet Office Service (Internet Services Purchase For In-House Pu...  
Office Expenses (Office Expenses Needed to Conduct Business) - ...

Total Office Expenses (Office Expenses Needed to Conduct Business)

Office Supplies (Office supplies expense)

Payroll Expenses

Postage And Delivery (Postage And Delivery)

Professional Fees (Payments to accounting professionals and attorne...  
Accounting - Bookkeeping Serv (Accounting - Bookkeeping - Payro...  
Telecom Compliance & Taxes Prep (Telecom Compliance And Tax ...  
Professional Fees (Payments to accounting professionals and attor...



3:26 PM

03/15/10

Accrual Basis

**Access Communications, LLC.**  
**Profit & Loss**  
January through December 2009

**PUBLIC COPY**

Jan - Dec 09

Total Professional Fees (Payments to accounting professionals and at...	
Refunds (Refunds to Vendors, Suppliers, Others for Funds Previously...	
Sales Commissions Paid Out (Residual Sales Commissions Paid To A...	
Total Expense	
Net Ordinary Income	
Other Income/Expense	
Other Income	
Interest Earned	
Total Other Income	
Other Expense	
Ask My Accountant (Transactions to be discussed with accountant, cons...	
Total Other Expense	
Net Other Income	
Net Income	

## **EXHIBIT E**

### **Stipulation to Rural Carriers**

In light of the concerns of the South Carolina Telephone Coalition (SCTC), which were fully discussed in Docket No. 96073-C, the proceeding wherein AT&T sought statewide local exchange service authority; Access Communications, LLC hereby agrees to the following stipulations and conditions:

1. SCTC will not oppose the granting of a statewide Certificate of Public Convenience and Necessity to Access Communications, LLC, ("Access") provided the South Carolina Public Service Commission ("Commission") makes the necessary findings to justify granting of such a certificate, and provided the conditions contained within this stipulation are met.
2. Access Communications, LLC agrees that any Certificate which may be granted will authorize Access to provide service only to customers located in non-rural local exchange company ("LEC") service areas of South Carolina, except as provided herein.
3. Access stipulates that it is not asking the Commission to make a finding at this time regarding whether competition is in the public interest for rural areas.
4. Access stipulates and agrees that it will not provide any local service, by its own facilities or otherwise, to any customer located in a rural incumbent LEC's service area, unless and until Access provides such rural incumbent LEC and the Commission with written notice of its intent to do so at least thirty (30) days prior to the date of the intended service. During such notice period, the rural incumbent LEC will have the opportunity to petition the Commission to exercise all rights afforded it under Federal and State law. Also, Access acknowledges that the Commission may suspend the intended date for service in rural LEC territory for ninety (90) days while the Commission conducts any proceeding incident to the Petition or upon the Commission's own Motion, provided

that the Commission can further suspend the implementation date upon showing of good cause.

5. Access stipulates and agrees that, if Access gives notice that it intends to serve a customer located in a rural incumbent LEC's service area, and either (a) the Commission receives a Petition from the rural incumbent LEC to exercise its rights under Federal or State law within such 30-day period, or (b) the Commission institutes a proceeding of its own, then Access will not provide service to any customer located within the service area in question without prior and further Commission approval.
6. Access acknowledges that any right which it may have or acquire to serve a rural telephone company service area in South Carolina is subject to the conditions contained herein, and to any future policies, procedures, and guidelines relevant to such proposed service which the Commission may implement, so long as such policies, procedures, and guidelines do not conflict with Federal or State law.
7. Both SCTC and Access Communications, LLC agree that all rights under Federal and State law are reserved to the rural incumbent LECs and Access, and this Stipulation in no way suspends or adversely affects such rights, including any exemptions, suspensions, or modifications to which they may be entitled.
8. Access agrees to abide by all State and Federal laws and to participate, to the extent it may be required to do so by the Commission, in the support of universally available telephone service at affordable rates.
9. Access' application and pre-filed testimony in this matter will conform to this agreement and stipulation.

**South Carolina Telephone Coalition Member Companies  
for Purposes of Local Service Stipulation**

**Chesnee Telephone Company**

**Chester Telephone Company**

**Farmers Telephone Cooperative, Inc.**

**Ft. Mill Telephone Company**

**Home Telephone Company, Inc.**

**Lancaster Telephone Company**

**Lockhart Telephone Company**

**McClellanville Telephone Company**

**Norway Telephone Company**

**Palmetto Rural Telephone Cooperative, Inc.**

**Piedmont Rural Telephone Cooperative, Inc.**

**Pond Branch Telephone Company**

**Ridgeway Telephone Company**

**Rock Hill Telephone Company**

**Sandhill Telephone Cooperative, Inc.**

**St. Stephen Telephone Company**

**West Carolina Rural Telephone Cooperative, Inc.**

**Williston Telephone Company**

**EXHIBIT F**

**Proposed Local Exchange Tariff No. 1**

**COMPETITIVE LOCAL EXCHANGE SERVICES**

---

**LOCAL EXCHANGE SERVICES TARIFF  
OF  
ACCESS COMMUNICATIONS, LLC**

This tariff is on file with the Public Service Commission of South Carolina and copies may be inspected, during normal business hours, at Access Communications, 8409 Baymeadows Road, Suite 300, Jacksonville, FL 32255-1349

Regulatory Matters may be addressed to:

Richard J. Slinin  
Managing Member

Office: (904) 208-5200

Fax: (904) 309-7223

Email: [rslinin@myaccess.com](mailto:rslinin@myaccess.com)

---

Issued:

Effective:

By: Richard J. Slinin, Managing Member  
Access Communications, LLC  
8409 Baymeadows Road, Suite 200  
Jacksonville, FL 32256

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COMPETITIVE LOCAL EXCHANGE SERVICES

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CHECK LIST

Sheets 1 through 49 inclusive of this tariff are effective as of the date shown at the bottom of each respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>PAGE</u>	<u>Revision</u>	<u>PAGE</u>	<u>Revision</u>	<u>PAGE</u>	<u>Revision</u>	<u>PAGE</u>	<u>Revision</u>
1	Original	31	Original				
2	Original	32	Original				
3	Original	33	Original				
4	Original	34	Original				
5	Original	35	Original				
6	Original	36	Original				
7	Original	37	Original				
8	Original	38	Original				
9	Original	39	Original				
10	Original	40	Original				
11	Original	41	Original				
12	Original	42	Original				
13	Original	43	Original				
14	Original	44	Original				
15	Original	45	Original				
16	Original	46	Original				
17	Original	47	Original				
18	Original	48	Original				
19	Original	49	Original				
20	Original						
21	Original						
22	Original						
23	Original						
24	Original						
25	Original						
26	Original						
27	Original						
28	Original						
29	Original						
30	Original						

\* Indicates new page revision with this issue

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COMPETITIVE LOCAL EXCHANGE SERVICES

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COMPETITIVE LOCAL EXCHANGE SERVICES

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SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify changed regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting, in an increase to a customer's bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule or condition.

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## COMPETITIVE LOCAL EXCHANGE SERVICES

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TARIFF FORMAT SHEET

- A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34. 1.
- B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Public Service Commission of South Carolina. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods etc., the most current page number on file with the Commission is not always the tariff page in effect. Subscriber should consult the check page for the page currently in effect.
- C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
  - 2.1.
  - 2.1.1.
  - 2. 1. 1.A.
  - 2.1. 1. A. 1.
  - 2.1. 1. A. 1. (a)
  - 2.1.1.A.1.(a).1
  - 2.1. 1 A. 1 (a). 1. (i)
  - 2.1. 1 .A. 1.(a).1 (i) (1)
- D. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). The subscriber should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

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COMPETITIVE LOCAL EXCHANGE SERVICES

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INTRODUCTION

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of intrastate, common carrier, local exchange telecommunications services by Access Communications, LLC (hereinafter referred to as "Company") between various locations in the State of South Carolina.

The regulations governing the provision and use of services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Sections 3 and 4, respectively.

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Jacksonville, FL 32256

COMPETITIVE LOCAL EXCHANGE SERVICES

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this Tariff are defined below.

Authorization Code - "Authorization Code" means a numerical code, one or more of which are assigned to a Customer to enable it to access the Services provided by the Company and to identify the Customer for billing purposes.

Carrier - "Carrier" means a communications common carrier authorized by the Commission or the FCC to provide communications service to the public.

Commission - "Commission" means the South Carolina Public Service Commission. (See also, ORS)

Credit(s) - "Credit(s)" has the meaning set forth in Section 2.26 hereof.

Credit Allowances - "Credit Allowances" has the meaning set forth in Section 2.26 hereof

Credit Limit - "Credit Limit" means a credit limit placed on Customer's monthly consumption of Services pursuant to Section 2.18.

Customer - "Customer" means the person, firm, company, corporation, or other entity who, pursuant to a Service Order, orders Service(s) under this Tariff.

FCC - "FCC" means the Federal Communications Commission.

Governmental Authority - "Governmental Authority" means any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Commission and the FCC) having jurisdiction over the Company or the provision of Services hereunder.

Holidays - "Holidays" means all Company-specified holidays: New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

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COMPETITIVE LOCAL EXCHANGE SERVICES

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

ICB - Individual Case Basis" or "ICB" has the meaning set forth in Section 2.35 hereof.

Interruption - "Interruption" means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by Subscriber for a continuous period of thirty (30) minutes or more.

InterLATA Service - "InterLATA Service" means communications between a point located in a local access and transport area ("LATA") and a point located outside such area.

Local Exchange Carrier ("LEC") - "LEC" means any person that is engaged in the provision of local exchange service or exchange access service. However, such term does not include any person insofar as such person is engaged in the provision of commercial mobile radio service.

Local Access and Transport Area ("LATA") - "Local Access and Transport Area" or "LATA" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a LEC provides communications service.

Minimum Service Period - "Minimum Service Period" (or "MSP") means the minimum period of time during which Customer takes Services under this Tariff.

Other Providers - "Other Providers" means any carriers or other service providers, whose services or facilities are connected to the Services.

ORS - "ORS" refers to the South Carolina Office of Regulatory Staff. (See also, Commission)

Performance Failure - "Performance Failure" means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

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## COMPETITIVE LOCAL EXCHANGE SERVICES

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### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

Regulation(s) - "Regulation(s)" means any and all law(s), rule(s), regulation(s) (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Resale Tariff(s) - "Resale Tariff(s)" means the tariff(s) of one or more Underlying Carriers.

Scheduled Interruption - "Scheduled Interruption" means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s) - "Service(s)" means the Company's regulated, communications common carrier service(s) provided under this Tariff.

Service Commencement Date - "Service Commencement Date" means either (i) the first day following the date on which the Company notifies the Customer that the requested Service is available for use, (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer's acceptance of such Service, or (iii) another, mutually agreed upon date.

Service Order - "Service Order" means (i) a contract between the Company and Customer, or (ii) a Company designated form used from time to time by Customer for purposes of ordering Services hereunder.

Subscriber - "Subscriber" means a person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff.

TDD - TDD" means a Telecommunications Device for the Deaf.

Termination (Terminate) - "Termination" (or "Terminate") means discontinuance of (to discontinue) Services, either at Customer's request, or by the Company in accordance with Regulations.

Third Party Billing Companies - "Third Party Billing Companies" means, collectively, any clearinghouses, LECS, Other Providers, credit card companies or other third parties who bill Customers for Services on the Company's behalf.

Underlying Carrier(s) - "Underlying Carrier(s)" means the LEC(s) or other Carrier(s) whose services are resold or leased by the Company pursuant to this Tariff.

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COMPETITIVE LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the company

2.1.1 Obligation to Provide Service

The Company shall exercise its best efforts to provide Services to Subscribers pursuant to the terms and conditions of this Tariff. The company shall exercise reasonable efforts to make such Services available for Subscribers' use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer) and (ii) those of this Tariff, the latter shall govern.

2.1.2 Conditions to Company's Obligations

The obligations of the company to provide services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) the provision of Services to the Company for Resale by the Underlying Carrier; (iii) interconnection to Other Providers' services or facilities as required; and (iv) any applicable Credit Limit.

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COMPETITIVE LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the company (Cont'd)

2.1.3 Right to Discontinue or Block Services

The Company reserves the right (i) to discontinue or temporarily suspend Services to or from a location where the necessary facilities or equipment are not available under terms and reasonably acceptable to the Company; or (ii) to block Services to any Subscriber location or any authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code, or (b) consumption of Services in excess of the Credit Limit (if any).

2.1.4 Marketing Practices

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the Company hereby asserts and affirms that as a reseller of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and the Company will comply with those marketing procedures, in any, set forth by the Public Service Commission. Additionally, the Company will be responsible for the marketing practices of any of its contracted telemarketers for compliance with this provision. The Company understands that violation of this provision could result in a Rule to Show Cause proceeding as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

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COMPETITIVE LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.2 Responsibility and Use

2.2.1 Services may be used by Customer or Subscriber for any lawful purpose, twenty four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.

2.2.2 The Customer has no property right in the telephone number or any other call number designation associated with the Company's Services. The Company may change such numbers, or the central office code designation associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

2.3 Transmission

The Services are suitable for the transmission of voice, data, or other communications only to the limited extent set forth in the Tariff(s).

2.4 Call blocking

Notwithstanding any other provision of this Tariff, the Company may block calls which are (i) made to certain countries, cities, or central office ("NXX") exchanges, or (ii) use certain Authorization Codes, as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

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COMPETITIVE LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Interconnection

- 2.5.1 Services or facilities furnished by the company will be connected with services or facilities of Other Providers subject to any technical limitations set forth in said Other Providers' tariffs (if any); provided, however, Service furnished by the company is not part of a joint undertaking with any Other Provider.
- 2.5.2 Interconnection with the facilities or services of Other Providers is subject to (i) the availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights of-way, and other arrangements necessary for such Interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Equipment

- 2.6.1 The company's facilities or Services may be used with or terminated to Customer Premises equipment ("CPE"), such as a private branch exchange, key system or pay telephone. CPE is the sole responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing CPE, including without limitation personnel charges, wiring costs, and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's facilities or Services.
- 2.6.2 The Customer is responsible for ensuring that all attached CPE conforms to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.
- 2.6.3 The Customer will be responsible for payment of service charges at the Company's standard, hourly rates in effect from time to time for visits by Company personnel to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Title

Title to any and all equipment or facilities provided by Company under this Tariff will remain in the Company.

2.8 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the Subscriber's premises. The Customer shall arrange for the company, or other Carriers as required, to leave access to the Subscriber's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of Subscriber, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 Non-routine maintenance and installation

At the Customer's request, the Company will perform installation or maintenance on weekends or times other than during normal business hours; provided, however, customer may be assessed reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such non-routine installation or maintenance. Said non-routine maintenance and installation will be subject to availability to Company by contract providers.

2.10 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruption at any time (i) to ensure compliance by the Customer or Subscriber with Regulations (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

2.11 Service commencement and acceptance

Billing for Services will commence as of the Service Commencement date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) therefore set forth in the Service Order or in this Tariff.

2.12 Minimum Service Period

The Minimum Service Period ("MSP") will be for the term specified in the applicable Service Order, which term must be no less than thirty (30) days. Except as otherwise provided in the Service Order, (i) this MSP will automatically renew for subsequent terms of equal duration, and (ii) either the Company or the Customer may elect not to renew any MSP by written notice to the other no later than thirty (30) days prior to the expiration date of said MSP.

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## COMPETITIVE LOCAL EXCHANGE SERVICES

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### SECTION 2 - RULES AND REGULATIONS (CONT'D)

#### 2.13 Service Order Cancellation

Customers who cancel a Service Order prior to Service installation (including without limitation cancellation of special construction or Services provided on an individual case basis will incur a charge equal to the greater of (i) the non-recurring charges for the MSP, or (ii) the company's reasonably incurred, actual expenses associated with such cancellation..

#### 2.14 Billing and Payments

2.14.1 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Subscribers, including without limitation any unauthorized, unlawful or fraudulent use or access. Customer's charges for Credit Card Calls are subject to any applicable limitations established by Title 12 of the Code of Federal Regulations Part 226 ("Regulation Z") or to any other Regulation.

2.14.2 All amounts stated in each monthly invoice are due and payable immediately upon Customer's receipt thereof.

2.14.3 Except as otherwise provided in this Tariff, charges for Services will be billed to Customer on a monthly (30 day) basis. Local service charges, including installation charges, are billed in advance. Certain toll charges and NRCs are billed in arrears.

2.14.4 Charges for telecommunications Service will be billed to Customer on a monthly (30 days) basis, in advance, 20 days before the due date for the following month's service. Customer's Service will be discontinued if the amount stated on the monthly invoice is not paid in full by 5:00 p.m. on the 10<sup>th</sup> day of the month following the due date. Customers may pay their monthly bills with a cashier's check, money order, cash, money gram, credit card or ACH payment directly to the Company or at an authorized agent of the Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14 Billing and Payments (Cont'd)

2.14.5 Except as otherwise provided in this Tariff, the Company, at its sole Option, may Terminate Services in the event Customer fails to pay any invoice within ten (10) calendar days after the due date stated thereon, subject to five (5) business days prior written notice and to any other applicable Commission Regulations provided. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination. Customer will be liable for all costs of collection hereunder, including without limitation reasonable attorney's fees. Any invoice for services not disputed in writing by Customer within ten (10) days after receipt thereof is to be deemed conclusively correct and binding upon the Customer; provided, however, Customer will have the right to obtain Commission investigation of any disputed invoice before Service is disconnected in accordance with Regulation.

2.15 Late Payment

A maximum of one and one half percent (1 ½% ) will be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts that are in arrears. This method of late payment charges are in lieu of any other type of penalty.

2.16 Deposits

The Company will not require any Customer to make a deposit to secure or maintain service.

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COMPETITIVE LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.17 Advance Payments

2.17.1 Recurring Advance Payments

The Company will not require any Customer to make an advance payment.

2.17.2 Non-Recurring Advance Payments

The Company will not require any Customer to make an advance payment.

2.18 Credit Limit

The Company may, at any time and at its sole discretion, set a Credit Limit for any Customer's or Subscribers' consumption of Services for any monthly period.

2.19 Taxes

The Customer is responsible for payment of any and all state taxes or surcharges, including without limitation franchise fees, excise taxes, sales taxes, or municipal utilities taxes. All such taxes and surcharges will be billed by the Company as separate line items on Customer's invoice and are not included in any rates set forth in this Tariff.

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COMPETITIVE LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.20 Discontinuation

2.20.1 By Company

Notwithstanding any other provision of this Tariff, the Company may at its sole option and discretion Terminate Service without incurring any liability therefore whatsoever, subject to (i) no less than five (5) business days prior written notice or such other notice period required by Regulation, and (ii) any applicable Regulations, for any of the following reasons:

- A By order of a Governmental Authority;
- B In the event of any unlawful, unauthorized or fraudulent use of or access to the Services, including without limitation violation of the provisions of this Tariff, a Service Order, or of any other Regulations, by the Customer, by any Subscriber, or by any other person;
- C Customer's use of Services in excess of its Credit Limit (if any) or its failure to make an advance payment (if so required) for Services provided hereunder; or
- D Customer's provision of false or misleading information in its Service Order or in any other document delivered by Customer to the Company.

2.20.2 By Customer

The Customer may Terminate Service upon thirty (30) days prior verbal notice, provided however, that Customer, upon Termination of Services prior to the end of the MSP for any reason whatsoever, will be charged the full amount for all nonrecurring Charges applicable to the remainder of said MSP.

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COMPETITIVE LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.21 Restoration of Services

The Company shall restore any Terminated Service in accordance with Commission Regulation, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.2.

2.22 Limitation of Liability

2.22.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense, (including without limitation reasonable attorney's fees) (i) brought or incurred by Customer, by any Subscriber, or by any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service (including without limitation 911 Service and Directory Listing Service) or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.26 hereof.

2.22.2 To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.22.1 Hereof.

2.22.3 To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.22.1 hereof.

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**COMPETITIVE LOCAL EXCHANGE SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.22 Limitation of Liability (Cont'd)**

- 2.22.4 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including 911 Service and Directory Listing Service) hereunder.
- 2.22.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Subscribers' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service and Directory Listing Service), including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Subscribers' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.
- 2.22.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived if not brought or made in writing within-sixty (60) days from the date that the alleged act or omission occurred.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.23 Disclaimer

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Underlying Carriers' or Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any Subscriber in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, Subscriber or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.24 Indemnification**

Subject to the limitations of liability set forth in Section 2.22 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any, and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from Injury to or death of any person (including Injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such Injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section 2.24 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.24 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.25 Indemnification by Customer

Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

2.25.1 Libel or slander resulting from Subscriber's use of the Services;

2.25.2 Any loss, damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the services or equipment supplied by the Subscriber or any third party, or (ii) in an explosive or otherwise hazardous environment;

2.25.3 Infringement of any patent, copyright, trademark, trade name, service mark or Trade secret arising from: (i) the transmission of any material transmitted (a) By any Subscriber or (b) by any other person using the Services provided to any Subscriber, Subscriber location or Authorization Code; or (ii) from the combination Subscriber's use of Services with CPE or with other Subscriber provided facilities Or services; and

2.25.4 Except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Subscribers.

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**COMPETITIVE LOCAL EXCHANGE SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.26 Credits and Credit Allowances**

2.26.1 Credits ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.26.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the Subscriber, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours.) An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is to be rounded to the nearest hour.

2.26.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, subject to the Company's collection of such Credit Allowance from the Underlying Carrier obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which Company receives from the Underlying Carrier. Any other provision of this Section 2.26 notwithstanding, Company will have no obligation to apply any credit to Customer's account for interruptions caused by an Underlying Carrier for which no Credit Allowance is due to the Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.26 Credits and Credit Allowances (Cont'd)

2.26.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.26; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed month charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the minimum Service Period.

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COMPETITIVE LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.27 Local Calling Area

The Company will provide Services from all exchanges of its Underlying Carrier, in conformance with the Company's existing local exchange boundary maps as approved by the Commission.

2.28 Access to Telephone Relay Service

Where required by the Commission, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all regulations and requirement related thereto.

2.29 Compliance

The Company and Customer shall (and Customer shall cause Subscriber to) comply with all Regulations.

2.30 Force Majeure

The Company is excused from any performance failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through no fault of the Company) of any Underling Carriers' facilities or services, or any Regulation or other directive, action or request of any Governmental Authority.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.31 Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.32 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.33 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of South Carolina.

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COMPETITIVE LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.34 Assignment

2.34.1 By Customer

The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other non-recurring Charges.

2.34.2 By Company

The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest.

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COMPETITIVE LOCAL EXCHANGE SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.35 Special Construction

At its option, the Company may provide Customers, upon request, special construction of facilities or Services on an individual case basis ("ICB") at rates other than as set forth herein. Special construction of ICB is construction undertaken.

2.35.1 Where facilities are not presently available, and there is no other provision hereunder for the facilities to be constructed;

2.35.2 Where facilities other than those which the Company provides are requested by the Customer;

2.35.3 Where facilities are requested by the Customer over a route other than that which the Company serves;

2.35.4 When Services are requested in a quantity greater than that which the Company would normally provide to a Customer;

2.35.5 Where Services are requested by a Customer on an expedited basis; or

2.35.6 Where Services or facilities are requested on a temporary basis until such Services or permanent facilities are available.

The Charges for special construction or ICB (i) are subject to individual negotiation between the Company and the Customer, (ii) will be based upon the Company's actually incurred labor, material and other costs, and (iii) may include without limitation recurring, nonrecurring, and early termination Charges. All ICB's will be made available to the ORS and South Carolina PSC upon request.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.36 Customer Complaints and/or Billing Disputes

Customers may contact the Company's representatives 24 hours a day, 7 days a week at 1- 866-965-0111 or by writing to the Company, Customer Service, 8409 Baymeadows Road, Suite 200, Jacksonville, FL 32256.

Any objection to billed charges should be reported within thirty (30) days of the date of the invoice to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

A Customer who is unable to resolve a billing dispute with the Company may contact the South Carolina ORS at the following address and/or phone number to intervene in the billing dispute.

The South Carolina Office of Regulatory Staff  
Consumer Complaints and Inquiries:  
1401 Main Street, Suite 900  
Columbia, SC 29201  
Phone: 803-737-5230 (Columbia, S.C.)  
Toll Free: 1-800-922-1531 (toll-free within South Carolina)

TTY (for the Hearing/Speech Impaired):  
(803) 737-5175 (TTY in Columbia, S.C.)  
1-800-334-2217 (TTY toll-free within South Carolina)

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## COMPETITIVE LOCAL EXCHANGE SERVICES

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### SECTION 3 - DESCRIPTION OF SERVICE

#### 3.1 Local Exchange Service

Basic local exchange services are provided by the Company through resale of local exchange access and local exchange services provided by an Underlying Carrier. The Company's Services consist of (i) Residential Telecommunications Service, (ii) Business Telecommunications Service, (iii) Optional Features, (iv) access to Directory Listing Services, and (v) access to 911 services.

##### 3.1.1 Switched Local Service

Switched Local Service is an intrastate, telecommunications service which permits Customers to establish communications between two locations within one local exchange. Switched Local Service interfaces with the local central office equipment.

Switched Local Service provides a Customer with a single, voice-grade communications Channel, including a telephone number and a Directory Listing. The Company's Service permits a Customer to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling area; (iii) originate calls to direct dial (1+) or (0+) toll services. The Company's Service does not permit a Customer to originate calls to caller paid information services (i.e., 900, 976, and 711).

The Company will charge a Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.

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COMPETITIVE LOCAL EXCHANGE SERVICES

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Local Exchange Service (Cont'd)

3.1.2 Dedicated Local Service

Dedicated Local Service is an intrastate, telecommunications service which permits Customers to establish communications between two locations within one local exchange. Dedicated Local Service interfaces with the local central office equipment.

Dedicated Local Service can be provisioned to provide a Customer with a multiple, voice-grade communications Channels, including telephone numbers and a Directory Listings. The Company's Service permits a Customer to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling area; (iii) originate calls to direct dial (1+) or (O+) toll services. The Company's Service does not permit a Customer to originate calls to caller paid information services (i.e., 900, 976, and 711).

The Company will charge a Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.

Dedicated Local Service can be provided via Digital Subscriber Level 1 (DS1), Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI), Digital Subscriber Level 3 (DS3), Optical Carrier Level 3 (OC3), Optical Carrier Level 12 (OC12), and Optical Carrier Level 48 (OC48).

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COMPETITIVE LOCAL EXCHANGE SERVICES

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Local Exchange Service (Cont'd)

3.1.3 Local Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)

The ISDN PRI Port provides a DS1 level electrical interface to the local switch for the provision of 24 DS0 64 Kbps channels. The base configuration consists of 23 64 Kbps B channels for end user voice and/or data traffic and one 64 D channel for out of band signaling control of the B channels. The Primary Rate ISDN Port provides access to the functions and capabilities of the local switch data functions. The full complement of channels will always be present at the physical network interface. All channels can simultaneously support independent applications. B channels are capable of supporting Voice and Circuit Switched Data. The D channel controls all B channels Voice and Circuit Switched Data.

Long distance usage generated from a Local ISDN PRI will be considered switched.

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## COMPETITIVE LOCAL EXCHANGE SERVICES

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### SECTION 3 - DESCRIPTION OF SERVICE

#### 3.1 Local Exchange Service (Cont'd)

##### 3.1.4 Leased Line Service

The Company offers and leased line services capable of transmitting voice and data. The Customer's total use of the Company's service is charged at the applicable rates set forth herein, in addition to any monthly service charges. None of the service offerings are time-of-day sensitive.

For leased line telecommunications services, the Company offers rates on a "month to month" basis, and on a term agreement contract basis. Rates are based on a number of factors, including mileage and Customer commitment to a volume of service for a fixed term of months.

Leased Line Services are available from the Company, where technically and economically feasible.

A leased line is a private, dedicated point-to-point connection between a Company POP and another point on the Company's network specified by the Customer. Leased Line service is provided to Customers with transmission speeds of either DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps) and OC48 (2,488.32 Mbps).

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COMPETITIVE LOCAL EXCHANGE SERVICES

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.1 Local Exchange Service (Cont'd)

3.1.5 Unlimited Domestic Long Distance

Selected Residential Plans may include unlimited domestic long distance. Unlimited long distance includes voice calls by residential customers to all fifty states. Data, business calls and internet access calls are not included. Residential use is considered to be 1000 minutes or less per month. Any residential customer on this plan that uses more than 1000 minutes per month for more than one consecutive month will have their service suspended.

3.1.6 Standard Features

Each Customer is provided with only local exchange service unless subscribing to a plan that includes long distance as described herein below.

3.1.7 Optional Features

Customers may select from the following optional features: (i) Anonymous Call Reject, (ii) Call Block, (iii) Call Forwarding, (iv) Call Return; (v) Call Trace; (vi) Call Waiting; (vii) Caller ID (viii) Speed Dial; (ix) Three Way Calling; ( x) Unpublished Number; and (xi) Voice Mail.

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## COMPETITIVE LOCAL EXCHANGE SERVICES

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### SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

#### 3.1 Local Exchange Services (Cont'd)

##### 3.1.8 Individual Features Descriptions

###### Call Block

The Subscriber may block incoming telephone calls from unwanted calls by dialing a two digit code.

###### Call Forwarding

The Subscriber may direct incoming calls to the Customer's telephone number to be routed to a Subscriber-defined telephone number.

###### Call Forwarding if Busy

Automatically reroutes an incoming call to a customer designated number if the number called is busy.

###### Call Forwarding - No Answer

Automatically reroutes an incoming call to a customer designated number if the number called does not answer in a designated number of rings.

###### Call Forwarding - Remote

Allows the customer to reroute a call to a designated number other than the number called.

###### Call Forwarding - Variable

Allows the customer to choose to reroute incoming calls to another specified number. The Customer must activate and deactivate this feature as needed.

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COMPETITIVE LOCAL EXCHANGE SERVICES

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.1 Local Exchange Services (Cont'd)

3.1.8 Optional Feature Descriptions (Cont'd)

Call Waiting

A tone signals the Subscriber to indicate that another call is waiting. The Customer can answer the second call by flashing the switchhook or by hanging up the phone.

Caller ID

The Subscriber may view on a display unit the telephone number of incoming telephone calls.

Caller ID - Name & Number

The Subscriber may view on a display unit the telephone number and name of incoming telephone calls.

Caller ID - Call Waiting

The Subscriber may view on a display unit the telephone number of incoming waiting telephone calls.

Caller ID - Call Waiting Deluxe

The Subscriber may view on a display unit the telephone number and name of incoming waiting telephone calls.

Caller ID Enhanced with Auto Call Return

The Subscriber may view on a display unit the telephone number and name of incoming waiting telephone calls, and return the last number calling by dialing a two digit code.

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.1 Local Exchange Services (Cont'd)

3.1.8 Optional Feature Descriptions (Cont'd)

Call Return

The Subscriber may return the last call to the Customer's telephone number by dialing a one or two-digit code.

Call Reject

This service allows customers to automatically stop certain calls from ringing their phone. These calls are restricted calls or those that would be reflected as "Private" on the customer's caller id. This option is only available when purchasing a service bundle.

Call Trace

This service permits the tracing of the last call received and holds the information for an authorized law enforcement agency.

Speed Dial

The Subscriber may call pre-selected, pre-programmed telephone numbers by dialing a one or two-digit code. This option is only available when purchasing a service bundle.

Three Way Calling

The Subscriber may sequentially call up to two other Customers' telephone numbers and add the calls together making a three way call.

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.1 Local Exchange Services (Cont'd)

3.1.8 Optional Feature Descriptions (Cont'd)

Unpublished Number

The Customer may refuse a listing of its name, street address, and telephone number in the telephone directory published by the dominant exchange service provider in the customer's exchange area.

Voice Mail

The Subscriber will have a private voice mail messaging system which will allow them to create a personal greeting, play messages and save or delete messages.

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.2 Directory Listing Service

- 3.2.1 The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.2.2 The Company may limit the length of any listing in the directory by the use of abbreviations when in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.
- 3.2.3 The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identify of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The company will notify the Customer prior to withdrawing any listing which is found to be in violation of this subpart.
- 3.2.4 In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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COMPETITIVE LOCAL EXCHANGE SERVICES

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.3 911 Emergency Service

- 3.3.1 911 Service permits Customers to reach appropriate emergency services including police, fire and medical services.
- 3.3.2 The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunctions in 911 Service.
- 3.3.3 Upon the Company's transmittal of a Customer's 911 Service record, including The Customer's name, address and telephone number, to the appropriate Public Safety Agency, such agency is solely responsible for the accuracy of the Customer's Street name, address, telephone number, appropriate police, fire, ambulance or other agencies' jurisdiction over such address, as well as any and all changes as they occur in the establishment of new streets, the closing or abandonment of existing streets, the modification of municipal or county boundaries, the incorporation of new cities or any other similar matter that may affect the routing of 911 service calls to the proper Public Safety Answering Point.
- 3.3.4 By dialing 911, the 911 Service calling party waives all privacy rights afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

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COMPETITIVE LOCAL EXCHANGE SERVICES

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SECTION 4 - RATES AND CHARGES

4.1 Return Check Charge

The Company, at its option for good cause, may refuse to accept a check tendered as payment on a customer's account. In addition, The Company may charge a fee on the returned checks that conforms to SC Code Ann. 34-11-70. Currently the returned check charge is twenty dollars (\$25.00).

4.2 Reconnection/Activation Fee

A minimum charge of \$45.00, will apply whenever a Subscriber requests to be reconnected to the Services after the Company has terminated the Services to Subscriber for any reason allowed by this Tariff.

4.3 Promotions

The company may from time to time engage in special promotional offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage. The company will not have special promotional offerings for more than 90 days in any 12 month period. Promotions will be submitted to the Commission prior to being made available to the public.

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**COMPETITIVE LOCAL EXCHANGE SERVICES**

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**SECTION 4 – RATES AND CHARGES (CONT'D)****4.4 Miscellaneous Charges**

When charges are waived by Underlying Carrier due to promotions, the Company will also waive the charges. This would include but not limited to Line Connection charges, Line Change Charges, Secondary Charges, etc. However when there are any charges applicable and due the Underlying Carrier, the Company will pass them on to the end user at the tariff price of the Underlying Carrier.

The installation charges may be paid either in full with application or half at application and the other half billed on the first invoice. This would be extended to new customers and would not apply to reapplication of customers who have previously been disconnected for non-payment of a bill(s).

**4.5 Customized Service Packages and Competitive Discounts**

From time-to-time, based on competitive situations, the Company will offer special discount structures or promotional offerings to retain existing customers and/or develop new customers.

Customized service packages and competitive pricing packages may also be furnished at negotiated rates on a case-by-case basis, in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this Tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis

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**COMPETITIVE LOCAL EXCHANGE SERVICES**

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**SECTION 4 – RATES AND CHARGES (CONT'D)****4.6 Local Exchange Services****4.6.1 Non-recurring Charges**

	<u>Business</u>	<u>Residential</u>
Application Fee	\$10.00	\$15.00
Activation Fee	\$40.00	\$40.00
Reconnection/Reactivation Fee	\$45.00	\$45.00

**4.6.2 Basic Local Exchange\***

	<u>Business</u>	<u>Residential</u>
(No Optional Features)	\$39.95	\$45.50

**Basic Local 3 Feature Bundle\***

	<u>Business</u>	<u>Residential</u>
Includes 3 Optional Features	\$49.48	\$59.92

**4.6.3 Four Feature Bundle**

Must be added to Basic Local Exchange Service

	<u>Business</u>	<u>Residential</u>
	\$14.95	\$16.00

\*Includes standard features of access to 911 service, Service for the Hearing Impaired and Local Number Portability.

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SECTION 4 – RATES AND CHARGES(CONT'D)

<b>4.7   <u>Additional Non-recurring Charges</u></b>	<b><u>Business</u></b>	<b><u>Residential</u></b>
Add/Change/Delete Features	\$25.00	\$25.00
Caller ID Setup Fee	\$ 5.00	\$10.00
Name Change	\$10.00	\$15.00
Change Telephone Number	\$15.00	\$20.00
Non-Productive Trip Charge	\$75.00	\$90.00
Move – Order	\$30.00	\$50.00
Directory Listing – Unpublished	\$ 3.50	\$ 3.50
Directory Listing – Limited (non-listed number)	\$ 1.50	\$ 1.50

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**COMPETTIVE LOCAL EXCHANGE SERVICES****SECTION 4 – RATES AND CHARGES(CONT'D)**

<b>4.8</b>	<b><u>Individual Feature Recurring Monthly Charges</u></b>	<b><u>Business</u></b>	<b><u>Residential</u></b>
	Call Reject	\$ 6.50	\$ 7.13
	Call Block	\$ 6.50	\$ 7.13
	Call Forwarding	\$ 6.50	\$ 7.13
	Call Forwarding if Busy	\$ 6.75	\$ 7.13
	Call Forwarding with Ring Control	\$ 6.75	\$ 7.13
	Call Forwarding – No Answer	\$ 6.75	\$ 7.13
	Call Forwarding – Remote	\$14.75	\$12.00
	Call Forwarding – Variable	\$12.00	\$ 9.00
	Caller ID	\$11.50	\$13.50
	Caller ID – Name & Number	\$13.50	\$16.50
	Caller ID – on Call Waiting	\$ 6.95	\$ 7.43
	Caller ID with Call Waiting Deluxe	Not Available	\$27.00
	Caller ID Enhanced with Auto Call Return	\$13.50	\$ 9.75
	Call Return	\$ 8.50	\$10.13
	Call Selector	\$ 6.50	\$ 7.13
	Call Trace	\$ 6.50	\$ 7.13
	Call Waiting	\$ 9.50	\$11.25
	Call Waiting Deluxe	\$11.00	\$12.00
	Inside Wire Maintenance Plan	\$15.00	\$10.50
	Line Hunting (per line)	\$ 9.50	Not Available
	Privacy Director	\$12.00	\$ 9.00*
	Remote Auto Attendant Service	\$12.50	Not Available
	Repeat Dialing	\$ 8.75	\$10.13
	Ring Master	\$14.00	\$27.50
	Voice Mail	\$12.50	\$12.72
	3-Way Calling	\$12.00	\$ 9.75
	3-Way Calling with Transfer Capability	\$14.00	\$ 9.75
	Tie-Line Service	\$18.25	Not Available
<b>4.9</b>	<b><u>Directory Assistance</u></b>	<b><u>Business</u></b>	<b><u>Residential</u></b>
	"1-411" local directory assistance	\$1.50 per call	\$1.50 per call
	"1-XXX-555-1212" directory assistance	\$ .99 per call	\$ .99 per call

\*A one time set up of \$18.00, applies to Residential Privacy Director installation.

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SECTION 4 – RATES AND CHARGES (CONT'D)4.10 Commercial T-1 Services for Business \*4.10.1 Non Recurring Charges

Installation	\$1,000.00
Disconnect/Reactivation Fee (for non-payment)	\$ 350.00 (per circuit)

4.10.2 Recurring Monthly Charges

T-1 DID Number	\$ .20
Emergency Re-Route Feature	\$ 12.50
Emergency Re-Route Feature – Carrier Monitored	\$ 18.50

4.10.3 T-1 PRI 23-B Channel + 1 D Channel Voice 2-Way – RBOC

\$555.00

4.10.4 T-1 PRI Integrated Voice / Data 23-B Channel + 1 D Channel – RBOC

\$575.00

\*Rates will vary under ICB Contracts.

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